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TICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE LOWING INFORMATION FROM THIS INSTRUMENT REFORE IT IS BUT FOR RECORD IN THE PURIT OF RECORDS. ICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE LOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: HR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER P# tu

UR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SUBSURFACE OIL, GAS AND MINERAL LEASE as Lessor (whether one or more), THIS AGREEMENT ("Lease") made this through the first of t

Lessur in consideration of Ten and no/100 Dollars and Other Valuable Consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of ments of Lessee for the numose of investigating, exploring, prospecting, drilling and ments of Lessee herein contained hereby, grants, leases and lets exclusively unto Lessee for the numose of investigating, exploring, drilling and 1. Lessor in consideration of Ten and no/100 Dollars and Other Valuable Consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of measurements of Lessee herein contained hereby, grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, geologic and mining for and producing contained hereby, grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, geologic and the surrounding producing of the royalties for the disposition of the surrounding producing of the royalties for the disposition of the surrounding producing of the royalties for the disposition of the surrounding producing of the royalties for the disposition of the surrounding producing of the royalties herein provided and of the surrounding producing of the royalties herein provided and of the surrounding producing of the royalties herein provided and of the surrounding properties. The purpose of investigating, exploring, prospecting, drilling and disposition of the royalties herein provided and of the purpose of investigating, exploring, prospecting, drilling and disposition of the disposition of the surrounding properties. The purpose of the royalties herein provided and of the royalties herein for the valuable consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein geologic and disposition of the royalties herein geologic and disposition of the royalties for the purpose of the purpose of investigating, exploring, exploring, exploring, exploring, drilling and disposition of the purpose of the royalties for the purpose of the royalties for the purpose of the royalties for the royalties for the purpose of the royalties for the purpose of the royalties for the royalties for the royalties for the purpose of the royalties for the royalties for the royalties for the purpose of the royalties for the royalt

This Lease also covers and includes all land and interest in land owned or claimed by Lessor adjacent or contiguous to the Land particularly described above, whether the same be in said survey or surveys or in adjacent surveys. Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessee for the Lease Premises by Lessor agrees to execute any substitute Lease(s) or correction of the Lease Premises by Lessor authorizes Lessee to complete the description of the Lease Premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease Premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease Premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease Premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease Premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease Premises. purpose of providing a more specific description of the Lease Premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease premises.

- Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, and/or to the discovery, development of the discovery of the 2. Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, and/or to the discovery, development operations, and/or to the discovery, development operations, and/or to the discovery, development operations, and notwithstanding anything else or cessation at any time of production of oil, gas or other minerals, and without further payments than the royalties herein provided, and notwithstanding anything else or cessation at any time of production of oil, gas or other minerals, and without further payments than the royalties herein provided, and notwithstanding anything else or cessation at any time of production of oil, gas or other minerals, and without further payments than the royalties herein provided, and notwithstanding anything else or cessation at any time of production of oil, gas or other minerals, and without further payments than the royalties herein provided, and notwithstanding anything else or cessation at any time of production of oil, gas or other minerals, and without further payments than the royalties herein provided, and notwithstanding anything else or cessation at any time of production of oil, gas or other minerals, and without further payments than the royalties herein provided, and notwithstanding anything else or cessation at any time of production of oil, gas or other minerals, and without further payments than the royalties herein provided herein.
- nerein contained to the contrary, this Lease shall be for a term of Three (3) years from the date hereof (called "Primary Term") and as long increases as the continued in effect, as otherwise provided herein.

  Three (3) years from the date hereof (called "Primary Term") and as long increases as the continued in effect, as otherwise provided herein.
- initiation of gasoine or other produced from said Land or land pooled therewith hereunder, or as long as this Lease is continued in effect, as otherwise provided herein.

  3. The royalties to be paid by Lessee are: (a) on oil, 20% of that produced and saved from said Land, the same to be delivered at the wells or the credit of produced in the preliment of the pr

Lease is not otherwise maintained, or this Lease is not released by Lessee as to the land on which or the horizon, zone or formation in which the well is completed. The first payment of such sum, shall be made on or before the first day of each calendar month after expiration of minety (90) days from the date the lease is not otherwise maintained, or this Lease is not released by Lessee as to the land on which or the horizon, zone or formation in which the well is completed. The first payment of minety (90) days from the date the lease is not otherwise maintained to each such date to Lessor's designated above, shall render from the first day of each third calendar month for all accurals to each such date to Lessor's address set forth and the parties entitled thereto at Lessor's address set forth payment to the parties entitled thereto at Lessor's designated above, then mailed on or before the due date of payment to the parties entitled thereto at Lessor withhold and the payment to the parties entitled thereto at Lessor's designated above, then mailed on or before the due date of payment to the parties entitled thereto at Lessor's designated above, then mailed on or before the due date of payment to the parties entitled thereto at Lessor's address set forth the first of the calendar month following the accumulation of Twenty-Five and no/100 Dollars (\$25,00) when payment lesser liable for the amount due but it shall not operate to terminate this lease. Notwithstanding anything to Twenty-Five and no/100 Dollars (\$25,00) when payment accumulate such payments payable to Lessor until the first of the calendar month following the accumulation of Twenty-Five and no/100 Dollars (\$25,00) when payment accumulate such payments payable to Lessor until the first of the calendar month following the accumulation of Twenty-Five and no/100 Dollars (\$25,00) when payment accumulate such payments payable to Lessor until the first of the calendar month following the accumulation of Twenty-Five and no/100 Dollars (\$25,00) when paymen Lessee liable for the amount due but it shall not operate to terminate this lease. Notwithstanding anything to the contrary, Lessee may from time to time withhold and accumulate such payments payable to Lessor until the first of the calendar month following the accumulation of Twenty-Five and no/100 Dollars (\$25.00) when payment shall be made as above provided.

4. The cash down payment is consideration for this Lease according to its terms and shall not be allocated as rental for a period. Lessee may at any time, and from time to time, execute and deliver to Lessor, or to the depository bank, or file for record a release or releases of this Lease as to any part or all of said Land or of any mineral time to time, execute and deliver to Lessor, or to the depository bank, or file for record a release of land, mineral, horizon, zone or formation. If this Lease is or subsurface interval or any depths thereunder and thereby be relieved of all obligations as to the released land, mineral, horizons, zones and formations under a portion of the Lease Premises, the shut-in royalty and other payments computed in accordance released as to all minerals, horizons, zones and formations under a portion of the Lease Premises. or subsurface interval or any depths thereunder and thereby be relieved of all obligations as to the released land, mineral, horizon, zone or formation. If this Lease is released in the released land, mineral, horizon, zone or formation. If this Lease is subsurface interval or any depths thereunder and thereby be relieved of all obligations as to the released land, mineral, horizon, zone or formation. If this Lease is released land, mineral, horizon, zone or formation. If this Lease is released land, mineral, horizon, zone or formation. If this Lease is released land, mineral, horizon, zone or formation. If this Lease is released land, mineral, horizon, zone or formation. If this Lease is released land, mineral, horizon, zone or formation. If this Lease is released land, mineral, horizon, zone or formation. If this Lease is released land, mineral, horizon, zone or formation. If this Lease is released land, mineral, horizon, zone or formation. If this Lease is released land, mineral, horizon, zone or formation is released land, mineral, horizon, zone or forma

5. Lessee, at its option, is hereby given the right and power during or after the Primary Term while this Lease is in effect to pool or combine the Lease Premises, or any other land, lease or leases in the immediate or any portion thereof, as to oil, gas and other minerals, or any of them, with any other land covered by this Lease, and/or any other land, lease Premises in compliance or any portion thereof, as to oil, gas and other minerals, or any of them, with any other land covered by this Lease, and/or any other lease Premises in compliance or any portion thereof, as to oil, gas and other minerals, or any of them, with any other property to explore, or to develop and operate the Lease Premises. vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate the Lease Premises in compliance of the conservation of the conservation of the spacing rules of the Railroad Commission of Texas, or other tawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil, with the spacing rules of the Railroad Commission of Texas, or other tawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil, with the spacing rules of the Railroad Commission of Texas, or other tawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil, with the spacing rules of the Railroad Commission of Texas, or other tawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil, and the promote the conservation of the Railroad Commission of Texas, or other tawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of the Railroad Commission of Texas, or other tawful authority, or when to do so would, in the judgment of Lessee, promote the Conservation of the Railroad Commission of Texas, or other tawful authority, or when to do so would, in the judgment of Lessee, promote the Conservation of the Railroad Commission of Texas, or other tawful authority, or when to do so would, in the judgment of Lessee, promote the Conservation of the Railroad Commission of Texas, or other tawful authority, or when to do so would, in the judgment of Lessee, promote the Conservation of the Railroad Commission of Texas, or other tawful authority, or when to do so would, in the judgment of Lessee, promote the Conservation of the Railroad Commission of Texas, or other tawful authority, or when to do so would, in the judgment of the Conservation of the Railroad Commission of Texas, or other tawful authority, or when to do so would, in the judgment of the Conservation of the Railroad Commission of Te gas or other mineral in and under and that may be produced from the Lease Premises. Units pooled for oil shall not substantially exceed in area 40 acres each plus a tolerance of 10% thereof, provided that should tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance or a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance or a tolerance or 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 40 acres each plus a tolerance of 10% thereof, provided that should tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of 10% thereof, and units pooled for gas governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Notwithstanding anything to the contrary stated herein, a unit for a horizontal well may include (i) the amount of acreage allowed for obtaining a permit to drill a well under the spacing and density provisions in the applicable field or statewide rules for a vertical wellbore, plus the additional acreage listed in the tables in the Raitroad Commission of Texas Rule 86 (density greater than 40 acres), or (ii) the amount of acreage allowed for obtaining a full production allowable under the applicable field or statewide rules for a vertical wellbore, plus the additional acreage listed in the tables in the Raitroad Commission of Texas Rule 86 (density greater than 40 acres). Lessee may pool or combine the Lease Premises or any portion thereof, as above provided as to only in the production allowable under the applicable field or statewide rules for a vertical wellbore, plus the additional acreage listed in the tables in the Raitroad Commission of Texas Rule 86 (density greater than 40 acres). Lessee may pool or combine the Lease Premises or any portion thereof, as above provided as to only in the production allowable under the applicable field or statewide rules for a vertical wellbore, plus the additional acreage listed in the tables in the Raitroad Commission of Texas Rule 86 (density greater than 40 acres). Lessee may pool or combine the Lease Premises or any portion thereof, as above provided as to only only the production allowable under the applicable field or statewide rules for a vertical wellbore, plus the additional acreage as a pooled unity the unit shall become effective as to all other where the provision of Texas Rule 86 (density greater than 40 acres). Lessee shall file for record in the appropriate records of the county in which the Lease Premises is situated. In s

become effective upon the date it is filed for record. Each unit shall be effective as to all parties hereto, their heirs, successors and assigns, irrespective of whether or not be unit is likewise effective as to all other owners of surface, mineral, toyalty or other rights in land included in such unit. Lessee may at its election exercise its pooling the unit is likewise effective as to all other owners of surface, mineral, toyalty or other rights in land included in such unit. Lessee may at its election exercise its pooling to the unit is likewise effective as to all other owners of surface, mineral, toyalty or other rights in land included in such unit. Lessee may at its election exercise its pooling to a surface, mineral in land included in such unit. Lessee may at its election exercise its pooling to a surface, mineral for or completing an oil or gas well or wells or mine for other mineral have therefore been commenced. Operations of which a well or mine for oil, gas or other mineral have therefore been commenced to include, land or leases upon which a well or mine for oil, gas or other mineral from any part of a pooled unit which include, all or a portion of the Lease Premises, regardless. Of whether such the production of oil, gas or other mineral from any part of a pooled unit which include, all or a portion of the Lease or not the well or wells or mine be located on the Lease therefore been completed or upon which operations for drilling on, or production of oil, gas or other mineral from the Lease Premises whether or not the well or wells or mine be located or such production was secured before or after the execution of these or not the well or wells or mine be located or such production from the pooled unit, as of the mineral from the Lease premises whether or not the well or wells or mine be located or such production from the pooled unit, as of the same were included in this Lease; provided that if after creation of a pooled unit, as well or mineral from the power of the mineral from the pooled un

the payment of royalties on production from the pooled unit, as if the same were included in this Lease; provided that if after creation of a pooled unit, a well or mine driven the unit area, other than on the land covered hereby and included in the unit, which well is not classified as the type of well for which the unit was created (oil, great on the unit area, other than on the land covered hereby and included in the unit, which well is not classified as a gas well, or if a gas well on a gas unit, which includes a dry hole for purposes of applying the additional drilling and reworking provisions of Paragraph of the Lease Premises, is reclassified as a gas well, or if a gas well on a great of them shall be considered as the date of cessation of production for purpose of hereof. If an oil well on an oil unit, which includes all or a portion of the Lease any part of which are included in the unit other than the leased premise of the production of the Lease Premises, is reclassified as an oil well, the date of such reclassification shall be considered as the date of cessation of production and each of them shall be entitled in the unit other than the leased premises, is reclassified as an oil well, the date of such reclassifications and payments out of production and each of them shall be entitled in the unit other than the lease premises, is reclassified as an oil well, the date of such reclassifications and payments out of production and each of them shall be entitled in the unit other than the lease premises, is reclassified as an oil well, the date of such reclassification shall be considered as the date of cessation of production of which the unit other than the unit was created (oil, greated to the Lease Premises and included in the unit was created (oil, greated to the Lease Premises and included in said unit (or to each separate tract with the unit area of the unit and the unit of

unit if this Lease covers separate tracts within the unit) a pro rata portion of the oil, gas or other minerals produced from the unit after deducting that used for operations on the unit. Such allocation shall be on an acreage basis - that is, there shall be allocated to the acreage covered by this Lease and included in the pooled unit (or to each separate tract within the unit if this Lease covers separate tracts within the unit) that pro rata portion of the oil, gas or other minerals produced from the unit which the number of surface acres covered by this Lease (or in each separate tract) and included in the unit bears to the total number of surface acres included in the unit. As used in this paragraph, the words, "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the Lease Premises. Royalties hereunder shall be computed on the portion of such production, whether it be oil, gas or other minerals, so allocated to the Lease Premises and included in the unit just as though such production were from such land. Production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. Any pooled unit designated by Lessee in accordance with the terms hereof may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the Lease Premises is situated at any time after completion of a dry hole or cessation of production on said unit.

- 6. If at the expiration of the Primary Term, oil, gas, or other mineral is not being produced on the Lease Premises, or from land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 180 days prior to the end of the Primary Term, this Lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from the Lease Premises, or from land pooled therewith. If, after the expiration of the Primary Term of this Lease and after oil, gas or other mineral is produced from the Lease Premises, or from land pooled therewith, the production thereof should cease from any cause, this Lease shall not terminate if Lessee commences operations for drilling or reworking within 180 days after the cessation of such production, but shall remain in force and effect so long as Lessee continues drilling or reworking operations on said well or for drilling or reworking any additional well with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from the Lease Premises, or from land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 660' feet of and draining the Lease Premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances.
- 7. Lessee shall have the right at any time during or after the expiration of this Lease to remove all property and fixtures placed by Lessee on the Lease Premises, including the right to draw and remove all casing. When necessary for utilization of the surface for some intended use by Lessor and upon request of Lessor or when deemed necessary by Lessee for protection of the pipeline, Lessee will bury pipelines below ordinary plow depth, and no well shall be drilled within two hundred (200') feet of any residence or barn now on the Lease Premises without Lessor's consent.
- 8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns: but no change or division in ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production; and no change or division in such ownership shall be binding on Lessee until forty-five (45) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this Lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.
- 9. Breach by Lessee of any obligation hereunder shall not work a forfeiture or termination of this Lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this Lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to commence compliance with the obligations imposed by virtue of this Lease.
- 10. Lessor hereby warrants and agrees to defend the title to the Lease Premises and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon the Lease Premises, either in whole or in part, and if Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. When required by state, federal or other law, Lessee may withhold taxes with respect to royalty and other payments hereunder and remit the amounts withheld to the applicable taxing authority for the credit of Lessor. Without impairment of Lessee's rights under the warranty in event of failure of title, if Lessor owns an interest in the oil, gas or other minerals on, in or under the Lease Premises less than the entire fee simple estate, whether or not this Lease purports to cover the whole or a fractional interest, the royalties, bonus and shut-in royalties to be paid Lessor shall be reduced in the proportion that Lessor's interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Should any one or more of the parties named above as Lessor fail to execute this Lease, it shall nevertheless be binding upon the party or parties executing same. If title investigation for Lessee results in a reduction or increase of bonus consideration payable to Lessor, the resulting bonus payment shall be deemed for all purposes to be paid to Lessor on the date when Lessee's check (in substitution for any pre-delivered draft) is delivered to Lessor prior to its due date or, prior to its due date is mailed to Lessor at the last known address provided by Lessor.
- 11. Should Lessee be prevented from complying with any express or implied covenant of this Lease, from conducting drilling or reworking operations thereon or on land pooled therewith or from producing oil, gas or other mineral therefrom or from land pooled therewith by reason of scarcity or of inability to obtain or to use equipment or material, or by operation of force majeure, any federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this Lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil, gas or other minerals from the Lease Premises or land pooled therewith, and the time while Lessee is so prevented shall not be counted against Lessee, anything in this Lease to the contrary notwithstanding.
- 12. Surface Use Restriction: Notwithstanding anything to the contrary contained herein, Lessee agrees that it shall have no right to use the surface of the Lease Premises to exercise any of the rights granted hereunder without first obtaining Lessor's written consent. This provision shall in no way restrict Lessee's exploration of or production from the Lease Premises by means of wells drilled on other lands but entering or bottomed on the Lease Premises. Any wells directionally or horizontally drilled or operated under the Lease Premises with bottomhole locations (for vertical wells) or with horizontal drainhole locations (for horizontal wells) on the Lease Premises shall be regarded as if the wells were drilled on the Lease Premises. Lessee agrees that any drilling under the Lease Premises shall commence at and continue at depths below five hundred feet (500') from the surface of the earth. In addition to Lessee's other rights under this Lease, Lessor hereby grants to Lessee a subsurface easement to drill and operate directional and/or horizontal wells under and through the Lease Premises to reach lands not covered by this Lease and which wells have bottom hole locations (if a vertical well) or horizontal drainhole locations (if a horizontal well) on lands not covered by this Lease or land pooled therewith. Lessee agrees that this subsurface easement shall commence at and continue at all depths below five hundred feet (500') from the surface of the earth.
- 13. Except as expressly provided above in Paragraph 3, Lessor's royalty may not be charged directly, or indirectly, with any of the expenses of production, gathering, dehydration, compression, processing, or treating the gas produced from the land that are incurred prior to the inlet of a gas pipeline evacuating gas from the Lease Premises. After delivery at said inlet, Lessor's royalty shall bear its proportionate share of all costs and expenses, including transportation, to the point of sale.
  - 14. Each singular pronoun herein shall include the plural whenever applicable.
- 15. For convenience, this instrument may be executed in multiple counterparts and Lessor and Lessoe agree that for recording purposes their respective signature page and acknowledgments may be removed from their respective counterpart and attached to a single Oil, Gas and Mineral Lease and for all purposes and obligations hereunder this shall be considered as one single Oil, Gas and Mineral Lease.
- 16. Lessor shall, upon the request of Lessee, use its best efforts in assisting Lessee in obtaining a subordination of Deed of Trust or similar security instrument that may affect the Lease Premises. Additionally, in the event Lessor receives a notice of default, acceleration of loan, or notice of sale under a Deed of Trust or other security instrument affecting the Lease Premises, Lessor shall immediately provide copies of any such notice, and all additional relevant facts, to Lessee. In this regard, Lessor shall comply with all reasonable requests of Lessee.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

By: Howard Nguyen	By: Phuong Mu Huynh
(Individually and in all Capacities for the above described Land)	(Individually and in all Capacities for the above described Land)
Printed Name: HOWARD NGOYEN	Printed Name: Phunong Chu Huynh
Title: LESSOR	Title: LESSOR

### Individual Acknowledgment

COUNTY OF Jarrant &
BEFORE ME, on this day personally appeared Howard Howard Howard known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed, and in the capacity therein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19 day of clanuary, 2007.
Notary Public in and for the State of Texas.  Signature of Notary:
SEAL: (Print Name of Notary Here) My Commission Expires: /2/5/// MY COMMISSION EXPIRES DECEMBER 6, 2011  Individual Acknowledgment
STATE OF TEXAS §
COUNTY OF Tarrant &
BEFORE ME, on this day personally appeared <u>hugus</u> , whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed, and in the capacity therein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the
Notary Public in and for the State of Texas.  Signature of Notary:
(Print Name of Notary Here)
My Commission Expires:
STATE OF TEXAS §
COUNTY OF §
The foregoing instrument was acknowledged before me, on this day of, 2007,
by
(Name of corporation) (State of incorporation)
on behalf of said corporation.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day and year last above written.
Notary Public in and for the State of Texas.
Signature of Notary:
SEAL: (Print Name of Notary Here) My Commission Expires:

Initial PH

## Exhibit "A" Land Description

2007ع day ofday of Attached to and made a part of that certain Oil, Gas and Mineral Lease dated
by and between, DDJET Limited LLP as Lessee and Howard H Nguyen and wife, Phuong T Nguyen as Lessor.
Phuong The unb May 14
Lessor authorizes Lessee to insert the Survey, Abstract, City and Plat information below, if it's not afready included. From
time to time Lessee may determine that some part or all of the Lease Premises should be more specifically described, in
which case Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessee for such re-description.
0.182 acre(s) of land, more or less, situated in the July Survey, Abstract No. 165 and being Block?
Lot 29, Ambercrest Addition, an Addition to the City of Arlington, Tarrant County, Texas, according to the Plat recorded in
Volume/Cabinet Page/Slide
described in that certain Instrument dated 6/6/2001 and recorded in Volume 0014957, Page 0000041, in the Official Record
of Tarrant County, Texas.

After Recording Return to: HARDING COMPANY 13465 MIDWAY ROAD, STE. 400 DALLAS, TEXAS 75244 PHONE (214) 361-4292 FAX (214) 750-7351

Initial PH



#### HARDING COMPANY 13465 MIDWAY RD #400

**DALLAS** 

TX 75244

Submitter: PETROCASA ENERGY-INC

### SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

# DO NOT DESTROY WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 06/16/2008 06:50 AM Instrument #: D208227861

ISE 5 PGS \$28.00

By:

D208227861

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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